2026:DHC:6141-DB

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* IN THE HIGH COURT OF DELHI AT NEW DELHI
% *Judgment reserved on: 21.07.2026*
Judgment pronounced on: 31.07.2026
Judgment uploaded on: 31.07.2026

\+ W.P.(C) No. 8118/2026, CM APPL. 44608/2026 & CM APPL. 45925/2026

M/S MANSAN BUILDERS PRIVATE LIMITED......Petitioner
Through: Mr. Mohit Choudhary, Mr. Kunal Sachdeva, Ms. Aarushi Suri Lakshay Yadav, Mr. Puluk, Advs.

versus

UNION OF INDIA & ANR. .....Respondents
Through: Mr. Chetan Sharma, ASG with Mr. Sidhant Goel, Mr. Mohit Goel, Mr. Suman Doval, Ms. Aishna Jain, Ms. Kratvi Kawdia, Mr. Naman, Mr. Shubham Sharma, Mr. Amit Gupta, Advs. for R-1 & 2.
Mr. Ashish K Dixit, CGSC with Mr. Umar Hashmi, Mr. Ayush Kumar, Ms. Iqra Shiekh, Advs. for UOI.
Mr. Sushil Tekriwal, Dr. Mamta Tekriwal, Advs. for the Intervenor.

CORAM:
HON'BLE MR. JUSTICE ANIL KSHETARPAL
HON'BLE MR. JUSTICE AMIT MAHAJAN

J U D G M E N T

ANIL KSHETARPAL, J.:

1. Through the present Writ Petition, the Petitioner seeks issuance of a writ in the nature of *certiorari* for quashing the Notice Inviting

Offer bearing No. NBCC/Sr.ED/DTSN/2026/09 dated 07.05.2026 issued by Respondent No.2 proposing re-auction of the commercial units comprised in the project 'Down Town, Sarojini Nagar, New Delhi', quashing the withdrawal/cancellation/termination notice dated 08.04.2026 whereby the allotment made in favour of the Petitioner came to be terminated, restoration of the allotment made pursuant to the earlier e-auction conducted on 22.07.2024. The Petitioner further seeks consequential directions restraining the Respondents from creating any third-party rights in respect of the subject units.

2. The principal question which arises for consideration in the present Writ Petition is whether the withdrawal/cancellation/termination notice dated 08.04.2026 issued by Respondent No.2 terminating the allotment made in favour of the Petitioner and the consequential Notice Inviting Offer dated 07.05.2026 proposing re-auction of the subject commercial units warrant interference in exercise of the extraordinary jurisdiction of this Court under Article 226 of the Constitution of India.

FACTUAL MATRIX:

3. In order to appreciate the controversy involved in the present Petition, the relevant facts, in brief, are required to be noticed.

4. Respondent No.1 is the owner and promoter of the project "Down Town, Sarojini Nagar, New Delhi", comprising commercial built-up space developed under the Sarojini Nagar Redevelopment Project. Respondent No.2, National Buildings Construction Corporation (India) Limited (NBCC), a Government of India

Enterprise, was entrusted with the implementation of the project and conducted the process for bulk sale of the commercial units.

5. On 30.04.2024, Respondent No.2 issued a Notice Inviting Offer bearing No. NBCC/ED/DTSN/2024/625 inviting bids through e-auction for bulk sale of commercial built-up space in the aforesaid project. The Petitioner participated in the e-auction conducted on 22.07.2024 and emerged as the successful bidder. Thereafter, an allotment letter dated 31.08.2024 was issued in favour of the Petitioner whereby 598 retail and office units were allotted. Subsequently, an Agreement for Sale dated 06.03.2025 came to be executed between Respondent No.1 and the Petitioner governing the rights and obligations of the parties.

6. It is the Petitioner's case that, in terms of the payment schedule prescribed under the Notice Inviting Offer and the Agreement for Sale, it deposited substantial amounts towards the sale consideration from time to time. According to the Petitioner, Respondent No.2, by an email dated 05.03.2026, acknowledged receipt of a sum of approximately Rs.5,68,73,26,960/-. The Petitioner further claims that despite repeated requests, the Respondents failed to execute conveyance deeds in favour of purchasers, who had allegedly paid the entire sale consideration for their respective units. According to the Petitioner, such failure adversely affected its ability to transfer the units and realise the balance sale consideration from prospective purchasers.

7. Disputes subsequently arose between the parties with regard to

the Petitioner's alleged failure to adhere to the payment schedule stipulated under the Notice Inviting Offer and the Agreement for Sale. Respondent No.2 issued various communications from time to time demanding payment of the outstanding instalments. Thereafter, by a notice dated 13.03.2026, Respondent No.2 called upon the Petitioner to deposit the outstanding amount together with applicable interest, failing which the allotment was liable to be terminated. On the same date, Respondent No.2 also issued a public notice cautioning prospective purchasers against dealing with the Petitioner in respect of the subject units. The Petitioner disputed the alleged default and asserted that the Respondents had failed to reconcile the accounts and adjust various amounts which, according to it, were liable to be credited in its favour.

8. On 08.04.2026, Respondent No.2 issued a withdrawal/ cancellation/termination notice terminating the allotment made in favour of the Petitioner. Aggrieved thereby, the Petitioner instituted proceedings before the Delhi Real Estate Regulatory Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 [‘RE Act’]. By an interim order dated 13.04.2026, the Delhi Real Estate Regulatory Authority directed the parties to maintain *status quo*. However, on 07.05.2026, the interim protection came to be vacated.

9. On 07.05.2026, Respondent No.2 issued a fresh Notice Inviting Offer bearing No. NBCC/Sr.ED/DTSN/2026/09 proposing a fresh e-auction of the commercial units. The Petitioner contended that the said Notice Inviting Offer was issued while the interim order dated

13.04.2026 passed by the Delhi Real Estate Regulatory Authority was still in operation and prior to the vacation thereof.

10. The Petitioner initially challenged, *inter alia*, the termination notice dated 08.04.2026 and the fresh Notice Inviting Offer dated 07.05.2026 by filing W.P.(C) No. 7184/2026 before this Court. The said writ petition was disposed of as withdrawn on 29.05.2026 after permitting the Petitioner to submit a representation to the Respondents for redressal of its grievances.

11. Pursuant thereto, the Petitioner submitted a representation dated 30.05.2026. Alleging that the said representation was neither considered nor decided and apprehending creation of third-party rights pursuant to the proposed e-auction, the Petitioner, on 01.06.2026, has instituted the present Writ Petition.

CONTENTIONS OF THE PARTIES:

12. Contentions of the Petitioner:

12.1. Learned counsel for the Petitioner submitted that Respondent No.2 acted wholly without jurisdiction in issuing the withdrawal/cancellation/termination notice dated 08.04.2026. It was contended that the Agreement for Sale dated 06.03.2025 was executed exclusively between Respondent No.1 as the Promoter, and the Petitioner. Respondent No.2 was neither a contracting party nor vested with any authority under the Agreement for Sale or the Notice Inviting Offer to terminate the allotment. Particular reliance was placed upon Clause 8.3 of the Agreement for Sale to contend that the power to cancel the allotment was specifically conferred upon Respondent No.1 and not upon Respondent No.2.

12.2. It was further submitted that Respondent No.2 merely functioned as the implementing agency entrusted with facilitating the redevelopment project, conducting the e-auction process, issuing allotment letters, coordinating payments, facilitating execution of conveyance deeds and undertaking maintenance of the project. According to the learned Counsel, neither the Memorandum of Understanding executed between the Respondents nor the Notice Inviting Offer delegated to Respondent No.2 the substantive power of terminating a concluded Agreement for Sale. In the absence of any express delegation by Respondent No.1, Respondent No.2 could not have exercised such power merely by describing itself as acting ‘on behalf of MoHUA’.

12.3. It was next submitted that, in any event, the termination dated 08.04.2026 was contrary to the contractual framework governing the parties. It was contended that the Agreement for Sale contemplated levy of interest in the event of delayed payment and envisaged termination only after compliance with the procedure prescribed under Clause 8.3 thereof. According to the Petitioner, the mandatory requirement of issuing a prior notice before effecting termination was not complied with. It was further argued that the impugned action was founded upon incorrect computation of the Petitioner's alleged liability without undertaking reconciliation of accounts or considering the Petitioner's request for adjustment of various amounts allegedly lying to its credit.

12.4. It was further contended that no wilful default could be attributed to the Petitioner. According to him, substantial amounts had already been deposited towards the sale consideration, which fact stood acknowledged by Respondent No.2 itself through its communication dated 05.03.2026. It was submitted that the Petitioner's inability to adhere to the remaining payment schedule was occasioned by the Respondents' own failure to execute conveyance deeds in favour of purchasers who had already paid the entire sale consideration. Such inaction, according to the Petitioner, adversely affected market confidence, prevented further transfers of units and consequently disrupted the Petitioner's cash flow required for making subsequent instalment payments.

12.5. Learned Counsel also assailed the issuance of the fresh Notice Inviting Offer dated 07.05.2026 proposing re-auction of the subject units. It was argued that the said notice was issued while the interim order directing maintenance of *status quo* passed by the Delhi Real Estate Regulatory Authority on 13.04.2026 was still operative and before the order vacating the said protection had been pronounced. It was contended that the issuance of the fresh Notice Inviting Offer during the subsistence of the interim protection demonstrated arbitrariness and *mala fides* and was intended solely to create irreversible third-party rights.

12.6. It was further argued that the Respondents had acted in an arbitrary and discriminatory manner by refusing to execute conveyance deeds in favour of several purchasers despite receipt of the entire sale consideration, while simultaneously executing conveyance deeds in respect of certain other units. The issuance of the public notice dated 13.03.2026 cautioning prospective purchasers against dealing with the Petitioner was also assailed as arbitrary and prejudicial to the Petitioner's commercial reputation and business interests.

13. <u>Contentions on behalf of the Respondents:</u>

13.1. *Per contra*, learned ASG representing the Respondents submitted that Respondent No.2 was fully competent to issue the withdrawal/cancellation/termination notice dated 08.04.2026. It was contended that under the Notice Inviting Offer, Respondent No.2 had been appointed as the implementing agency of Respondent No.1 for redevelopment and marketing of the project and was authorised to undertake all actions necessary for implementation of the contractual framework. According to the Respondents, throughout the subsistence of the contractual relationship, all communications, allotment letters, demand notices and other operational decisions were issued by Respondent No.2 and the Petitioner never questioned its authority. It was further submitted that even the impugned termination notice expressly records that it was issued by Respondent No.2 on behalf of Respondent No.1 and, therefore, the challenge founded upon lack of authority is wholly misconceived.

13.2. It was further submitted that the Petitioner had repeatedly defaulted in complying with the payment schedule stipulated under the Notice Inviting Offer and the Agreement for Sale. Despite several reminders and notices calling upon the Petitioner to clear the outstanding dues, the defaults continued unabated. It was contended that the Petitioner had, on 06.05.2025, furnished a written undertaking acknowledging its obligations under the contract and assuring compliance with the payment schedule, payment of interest and discharge of other contractual obligations. Having accepted Respondent No.2's authority throughout the implementation of the contract, the Petitioner, according to the Respondents, cannot now be permitted to challenge the competence of Respondent No.2 to issue the impugned termination notice.

13.3. It was next contended that the present Writ Petition is not maintainable as it seeks to re-agitate the very same cause of action which had earlier formed the subject matter of W.P.(C) No.7184/2026. It was submitted that the earlier writ petition, wherein identical reliefs had been claimed, was withdrawn by the Petitioner without obtaining liberty to institute fresh proceedings on the same cause of action. It was, therefore, argued that the present Petition constitutes an abuse of the process of the Court and is liable to be dismissed on that ground alone.

13.4. It was further submitted that the dispute raised by the Petitioner arises purely out of a non-statutory commercial contract and involves disputed questions of fact relating to alleged defaults, performance of reciprocal obligations, reconciliation of accounts and validity of termination. Such issues, according to the Respondents, cannot appropriately be adjudicated in exercise of the writ jurisdiction under Article 226 of the Constitution of India. Reliance was placed upon ***State of Gujarat v. Meghji Pethraj Shah Charitable Trust***, (1994) 3

SCC 552, to contend that contractual disputes involving disputed questions of fact ought not to be entertained in writ proceedings, particularly when the Agreement itself provides an agreed mechanism for resolution of disputes.

13.5. It was further submitted that no interference is warranted with the fresh Notice Inviting Offer dated 07.05.2026 as third-party rights have already intervened. According to the Respondents, the impugned tender pertains only to 30 out of the 336 units covered by the termination notice and, pursuant thereto, several units have already been sold to third-party purchasers. It was contended that the relief sought by the Petitioner has, therefore, become incapable of being granted.

13.6. Lastly, it was submitted that the Petitioner has approached this Court without making full and candid disclosure of all material facts. It was contended that although the Petitioner alleged that its representation dated 30.05.2026 remained undecided, Respondent No.2 had, in fact, replied thereto by communication dated 01.06.2026. It was further submitted that the Petitioner failed to disclose that it had collected substantial amounts from purchasers without depositing the same in the designated account of Respondent No.1, resulting in multiple proceedings instituted by various purchasers before this Court and other forums. According to the Respondents, such suppression of material facts disentitles the Petitioner to any discretionary relief under Article 226 of the Constitution.

14. <u>Contentions on behalf of the Intervener:</u>

14.1. Learned Counsel appearing on behalf of the Interveners supported the submissions advanced on behalf of the Respondents and further contended that the present Writ Petition constitutes a clear abuse of the process of the Court. It was submitted that the Petitioner had earlier instituted W.P.(C) No.7184/2026 seeking substantially identical reliefs arising out of the same cause of action and, having withdrawn the said petition without obtaining liberty to institute fresh proceedings, cannot be permitted to re-agitate the same controversy by filing the present Petition. According to the learned Counsel, the present proceedings are barred by the principles analogous to *res judicata* and constructive *res judicata* and amount to impermissible re-litigation.

14.2. It was further submitted that the dispute between the parties is purely contractual and commercial in nature, involving disputed questions of fact relating to performance of reciprocal obligations, payment of consideration and alleged breaches of the Agreement for Sale. Such disputes cannot appropriately be adjudicated in exercise of the extraordinary jurisdiction under Article 226 of the Constitution of India, particularly when the Petitioner had already elected to invoke the statutory remedy available under the RE Act before approaching this Court.

14.3. It was further submitted that the Petitioner is not entitled to any discretionary or equitable relief under Article 226 of the Constitution. It was contended that despite furnishing an undertaking assuring compliance with its contractual obligations, including adherence to the payment schedule and furnishing contractual securities, the Petitioner had committed repeated defaults and failed to honour the assurances furnished by it. According to the Interveners, a party which has itself acted in breach of its contractual obligations cannot invoke the equitable jurisdiction of this Court to avoid the consequences flowing from such default.

14.4. It was lastly submitted that the Interveners, being purchasers directly affected by the subject project, have a substantial interest in the outcome of the present proceedings. It was contended that the Interveners and several other purchasers had deposited substantial amounts with the Petitioner towards the subject commercial units, which were required to be remitted to Respondent No.2 under the contractual arrangement. According to the Interveners, amounts running into several crores, including approximately Rs.160 Crores paid by them and other stakeholders, were allegedly retained by the Petitioner instead of being remitted to Respondent No.2, resulting in multiple proceedings before various forums. It was, therefore, argued that the Petitioner has not approached this Court with clean hands and is consequently not entitled to invoke the discretionary and equitable jurisdiction of this Court under Article 226 of the Constitution.

ISSUES FOR DETERMINATION:

15. In view of the rival submissions advanced on behalf of the parties, the following questions arise for determination:

i. Whether, in the facts and circumstances of the present case, the

Writ Petition deserves to be entertained in exercise of the extraordinary jurisdiction under Article 226 of the Constitution of India, having regard to the nature of the surviving controversy?

ii. Whether the surviving dispute between the parties, after the conclusion of the subsequent tender process, is essentially one arising out of enforcement of contractual rights and, therefore, not amenable to adjudication in writ jurisdiction?

iii. Relief.

ANALYSIS & FINDINGS:

16. This Court has considered the submissions advanced on behalf of the parties and carefully perused the record.

17. Before examining the rival submissions on their merits, it is necessary to ascertain the true nature of the controversy brought before this Court. Although several submissions have been advanced touching upon the authority of Respondent No.2 to issue the impugned termination notice, the alleged breaches committed by the respective parties, reconciliation of accounts, execution of conveyance deeds and compliance with the contractual obligations, the Court must first determine whether such disputes are amenable to adjudication in exercise of the extraordinary jurisdiction under Article 226 of the Constitution of India.

18. At the outset, it deserves notice that the challenge to the Notice Inviting Offer dated 07.05.2026 has, to a substantial extent, lost its efficacy. During the course of hearing, it was brought to the notice of

the Court that the e-auction pursuant to the impugned Notice Inviting Offer has already been conducted and third-party rights have intervened. Learned counsel for the Respondents submitted that ten (10) out of the units offered for sale have already been sold. Significantly, the purchasers in whose favour such rights have been created have not been impleaded as parties to the present proceedings.

19. During the course of hearing, learned counsel for the Petitioner clarified that the Petitioner was not pressing its challenge insofar as the units already sold pursuant to the subsequent auction are concerned. Once the subsequent auction has been concluded and third-party rights have come into existence, the challenge to the tender process itself no longer survives for effective adjudication. In view thereof, this Court does not consider it necessary to examine the Petitioner's challenge to the validity of the Notice Inviting Offer dated 07.05.2026 or the circumstances in which the same came to be issued. Consequently, what substantially survives for consideration is the Petitioner's grievance against the withdrawal/cancellation/termination of the allotment effected by notice dated 08.04.2026.

20. In substance, therefore, the present controversy arises out of a commercial arrangement executed between the parties pursuant to the bulk sale of commercial units. The Petitioner's grievance is that the contractual relationship has been wrongfully brought to an end. The Respondents, on the other hand, justify the termination by alleging repeated defaults in complying with the agreed payment schedule. The dispute thus centres around the enforcement and alleged breach of contractual obligations flowing from the Agreement for Sale and the

tender documents.

21. At this stage, it becomes necessary to examine whether the surviving dispute is one which warrants interference by this Court in exercise of its extraordinary jurisdiction under Article 226 of the Constitution of India. The jurisdiction of the High Court under Article 226 is essentially a public law remedy intended to ensure fairness in the exercise of statutory and public duties. Merely because one of the contracting parties happens to be the State or an instrumentality of the State does not, by itself, convert every contractual dispute into a matter amenable to judicial review under Article 226.

22. In the present case, the challenge to the tender process itself has substantially worked itself out, for the reasons already noticed in paragraphs 18 and 19 of this Judgment. What now survives for consideration is the Petitioner's challenge to the withdrawal/cancellation/termination of the allotment made in its favour under the Agreement for Sale. In substance, the Petitioner seeks restoration of its contractual rights arising out of a commercial transaction relating to the bulk purchase of immovable commercial units. The surviving dispute is founded upon the reciprocal rights and obligations flowing from the contractual documents executed between the parties.

23. The rival submissions advanced before this Court further demonstrate that the controversy is inseparably intertwined with disputed questions relating to the performance of reciprocal contractual obligations. While the Petitioner asserts that it deposited

substantial amounts towards the sale consideration and that the Respondents failed to execute conveyance deeds, reconcile the accounts and grant appropriate adjustments, the Respondents contend that the Petitioner repeatedly defaulted in complying with the agreed payment schedule despite repeated opportunities and notices. Determination of these rival assertions would necessarily require adjudication upon disputed questions of fact arising out of the contractual relationship between the parties.

24. Significantly, none of the aforesaid controversies involve the exercise of any statutory power affecting public law rights. The surviving grievance of the Petitioner is essentially directed against the alleged wrongful termination of a commercial contract and the consequential denial of contractual benefits. Such grievances, by their very nature, arise in the realm of private law notwithstanding the fact that one of the contracting parties is a public authority.

25. Once the controversy is viewed in its correct perspective, this Court is of the considered opinion that the Petitioner is, in substance, seeking enforcement and restoration of contractual rights emanating from the Agreement for Sale. The extraordinary jurisdiction under Article 226 is not intended to serve as a forum for adjudication of purely commercial disputes involving alleged breach of contractual obligations, particularly where such adjudication would necessarily require examination of disputed questions of fact.

26. The relief which now survives is, in substance, one seeking restoration of a terminated commercial contract relating to the sale of

immovable commercial units. Such a relief is ordinarily enforceable, if at all, before the competent civil forum in accordance with the ordinary law governing contractual rights and obligations. The mere fact that one of the contracting parties is a public authority cannot alter the essential character of the dispute or convert a private law claim into one involving public law so as to attract the extraordinary jurisdiction of this Court under Article 226 of the Constitution.

27. Equally significant is the nature of the controversy sought to be adjudicated. The Petitioner asserts that substantial payments had already been made, that the Respondents failed to execute conveyance deeds despite receipt of consideration, that accounts were never properly reconciled and that such defaults on the part of the Respondents prevented the Petitioner from fulfilling its remaining contractual obligations. The Respondents, on the contrary, maintain that the Petitioner repeatedly defaulted in adhering to the agreed payment schedule despite repeated opportunities and notices and that the termination was entirely justified under the contractual framework. Resolution of these rival assertions would necessarily require appreciation of evidence, examination of the contractual documents, reconciliation of accounts and determination of disputed questions relating to performance of reciprocal obligations.

28. It would not be appropriate to exercise writ jurisdiction under Article 226 of the Constitution to adjudicate upon questions of fact, which are not only disputed but also required to be proved by leading evidence. A writ court is not intended to function as a forum for adjudicating rival contractual claims requiring detailed examination of

disputed facts. Whether the Petitioner had in fact discharged its payment obligations, whether the Respondents were obliged to execute conveyance deeds in respect of particular units, whether any adjustment or reconciliation of accounts remained due, or whether the termination was contractually justified are all matters which arise exclusively out of the contractual relationship between the parties and are required to be adjudicated in appropriate proceedings before the competent forum.

29. The controversy also stands complicated by the claims advanced on behalf of the Interveners, who assert that substantial amounts running into several crores, including approximately Rs.160 Crores, were paid by them towards the subject project and that disputes have arisen regarding the remittance of such amounts to Respondent No.2. These allegations are disputed by the Petitioner. This Court consciously refrains from expressing any opinion on their merits. Suffice it to observe that the existence of such rival claims involving third-party purchasers further demonstrates that the controversy is incapable of being satisfactorily adjudicated in proceedings under Article 226 of the Constitution.

30. There is yet another aspect of the matter which persuades this Court not to exercise its discretionary jurisdiction under Article 226 of the Constitution. The chronology of events preceding the institution of the present Writ Petition assumes considerable significance.

31. The record reveals that the Petitioner had earlier challenged the very same withdrawal/cancellation/termination notice dated

08.04.2026 as well as the subsequent Notice Inviting Offer dated 07.05.2026 by filing W.P.(C.) 7184/2026 before this Court. The said Writ Petition came to be dismissed as withdrawn on 29.05.2026 after permitting the Petitioner to submit a representation before the Respondents for redressal of its grievances. It is also pertinent to note that the said Writ Petition was withdrawn on 29.05.2026 (Friday), being the last full working day of the Court before the commencement of the partial working days in the month of June, 2026.

32. Pursuant thereto, the Petitioner submitted a representation dated 30.05.2026 (Saturday). Thereafter, on 01.06.2026, the Petitioner instituted the present Writ Petition once again challenging substantially the same cause of action. It has further been brought on record that the Petitioner's representation also came to be rejected by Respondent No.2 through a communication dated 01.06.2026. The present Writ Petition was thereafter listed before the Vacation Bench on 08.06.2026.

33. The explanation offered by the Petitioner is that although the communication rejecting the representation was issued on 01.06.2026, the same came to its knowledge only on 08.06.2026 as the email containing the said communication had inadvertently been filtered into the spam/junk folder of its email account. Be that as it may, the chronology noticed hereinabove demonstrates that the Petitioner repeatedly invoked the extraordinary jurisdiction of this Court in respect of substantially the same contractual dispute within a short span of time.

34. The extraordinary jurisdiction under Article 226 is discretionary in nature. A litigant invoking such jurisdiction is expected to approach the Court with complete candour and is equally expected not to repeatedly invoke the writ jurisdiction in respect of substantially the same cause of action through successive proceedings. Viewed in its entirety, the chronology noticed hereinabove reflects repeated invocation of the writ jurisdiction in respect of substantially the same contractual dispute and does not persuade this Court to exercise its discretionary jurisdiction under Article 226 of the Constitution.

35. Consequently, this Court finds no occasion to examine the rival contentions advanced by the parties on the merits of the termination notice, including the Petitioner's challenge to the authority of Respondent No.2, the validity of the termination procedure, the correctness of the alleged outstanding dues, reconciliation of accounts, execution of conveyance deeds, the legality of the public notice dated 13.03.2026, the challenge to the Notice Inviting Offer dated 07.05.2026 on merits, adjustment of payments or any other disputed contractual issue.

CONCLUSION:

36. For all the aforesaid reasons, this Court is of the considered opinion that the present Writ Petition, insofar as it seeks to challenge the withdrawal/cancellation/termination of the contractual arrangement and the consequential reliefs flowing therefrom, does not warrant interference in exercise of the extraordinary jurisdiction under Article 226 of the Constitution of India.

37. The present Writ Petition is, accordingly, dismissed, leaving it open to the Petitioner to avail such remedies as may be available to it in law.

38. Needless to observe, all rights and contentions of the parties on the merits of their contractual disputes are left open.

39. The pending applications also stand closed.

ANIL KSHETARPAL, J.

AMIT MAHAJAN, J.

JULY 31, 2026
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